

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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SONYA HONG,

ANSWER

Plaintiff,

1:25-cv-02172-CLP

-against-

CITY OF NEW YORK,

Defendant.

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Defendant, by its attorney, **MURIEL GOODE-TRUFANT**, Corporation Counsel of the City of New York, as and for its answer to the Complaint, respectfully alleges as follows:

1. Denies the allegations set forth in paragraph "1" of the Complaint, except admits that Plaintiff purports to proceed as set forth therein.
2. Denies the allegations set forth in paragraph "2" of the Complaint, except admits that Plaintiff purports to proceed as set forth therein.
3. Denies the allegations set forth in paragraph "3" of the Complaint, except admits that Plaintiff purports to invoke the jurisdiction of the Court as stated therein and respectfully refers the Court to the cited statutes for a complete and accurate statement of their contents.
4. Denies the allegations set forth in second paragraph "¹1" of the Complaint, except admits that Plaintiff purports to base venue as stated therein and respectfully refers the Court to the cited statutes for a complete and accurate statement of their contents.

¹ In the Complaint, after paragraph 3, the paragraphs begin being numbered for a second time starting with the "second paragraph 1."

5. Denies the allegations set forth in second paragraph “2” of the Complaint, except admits that Plaintiff commenced employment with the New York City Council as a Council Member Aide in October 2022.

6. Denies the allegations set forth in second paragraph “3” of the Complaint. To the extent the allegations call for a legal conclusion, no response is required.

7. Denies the allegations set forth in paragraph “4” of the Complaint.
8. Denies the allegations set forth in paragraph “5” of the Complaint.
9. Denies the allegations set forth in paragraph "6" of the Complaint, except to the extent the allegations call for a legal conclusion to which no response is required.

10. Denies the allegations set forth in paragraph “7” of the Complaint.
11. Denies the allegations set forth in paragraph “8” of the Complaint, except denies knowledge or information sufficient to form a belief as to the truth of the allegations as to whether Plaintiff has more than twenty years of office experience.

12. Denies the allegations set forth in paragraph “9” of the Complaint.
13. Denies the allegations set forth in paragraph “10” of the Complaint.
14. Denies the allegations set forth in paragraph “11” of the Complaint.
15. Denies the allegations set forth in paragraph “12” of the Complaint, except denies knowledge or information sufficient to form a belief as to the truth of the allegations about what Plaintiff has seen in regard to non-Asian staffers.

16. Denies the allegations set forth in paragraph “13” of the Complaint.
17. Denies the allegations set forth in paragraph “14” of the Complaint.
18. Denies the allegations set forth in paragraph “15” of the Complaint.
19. Denies the allegations set forth in paragraph “16” of the Complaint.

20. Denies the allegations set forth in paragraph "17" of the Complaint.
21. Denies the allegations set forth in paragraph "18" of the Complaint.
22. Denies the allegations set forth in paragraph "19" of the Complaint.
23. Denies the allegations set forth in paragraph "20" of the Complaint.
24. Denies the allegations set forth in paragraph "21" of the Complaint, except denies knowledge or information sufficient to form a belief as to the truth of the allegations regarding what Plaintiff attempted to resolve.
25. Denies the allegations set forth in paragraph "22" of the Complaint.
26. Denies the allegations set forth in paragraph "23" of the Complaint.
27. Denies the allegations set forth in paragraph "24" of the Complaint.
28. Denies the allegations set forth in paragraph "25" of the Complaint.
29. Denies the allegations set forth in paragraph "26" of the Complaint.
30. Denies the allegations set forth in paragraph "27" of the Complaint.
31. Denies the allegations set forth in paragraph "28" of the Complaint, except denies knowledge or information sufficient to form a belief as to the truth of the allegations as to Plaintiff's knowledge about other employees being laid off.
32. Denies the allegations set forth in paragraph "29" of the Complaint.
33. Denies the allegations set forth in paragraph "30" of the Complaint.
34. Denies the allegations set forth in paragraph "31" of the Complaint.
35. In response to paragraph "32" of Complaint, Defendant repeats and realleges its responses to paragraphs "1" through "31" of the Complaint, as if fully set forth here.
36. Denies the allegations set forth in paragraph "33" of the Complaint, except to the extent the allegations call for a legal conclusion to which no response is required.

37. Denies the allegations set forth in paragraph "34" of the Complaint.
38. In response to paragraph "35" of Complaint, Defendant repeats and realleges its responses to paragraphs "1" through "34" of the Complaint, as if fully set forth here.
39. Denies the allegations set forth in paragraph "36" of the Complaint, except to the extent the allegations call for a legal conclusion to which no response is required.
40. Denies the allegations set forth in paragraph "37" of the Complaint.
41. In response to paragraph "38" of Complaint, Defendant repeats and realleges its responses to paragraphs "1" through "37" of the Complaint, as if fully set forth here.
42. Denies the allegations set forth in paragraph "39" of the Complaint, except to the extent the allegations call for a legal conclusion to which no response is required.
43. Denies the allegations set forth in paragraph "40" of the Complaint.
44. In response to paragraph "41" of Complaint, Defendant repeats and realleges its responses to paragraphs "1" through "40" of the Complaint, as if fully set forth here.
45. Denies the allegations set forth in paragraph "42" of the Complaint, except to the extent the allegations call for a legal conclusion to which no response is required.
46. Denies the allegations set forth in paragraph "43" of the Complaint.
47. In response to paragraph "44" of Complaint, Defendant repeats and realleges its responses to paragraphs "1" through "43" of the Complaint, as if fully set forth here.
48. Denies the allegations set forth in paragraph "45" of the Complaint, except to the extent the allegations call for a legal conclusion to which no response is required.
49. Denies the allegations set forth in paragraph "46" of the Complaint.
50. In response to paragraph "47" of Complaint, Defendant repeats and realleges its responses to paragraphs "1" through "46" of the Complaint, as if fully set forth here.

51. Denies the allegations set forth in paragraph "48" of the Complaint, except to the extent the allegations call for a legal conclusion to which no response is required.

52. In response to paragraph "49" of Complaint Defendant repeats and realleges its responses to paragraphs "1" through "48" of the Complaint, as if fully set forth here.

53. Denies the allegations set forth in paragraph "50" of the Complaint, except to the extent the allegations call for a legal conclusion to which no response is required.

54. In response to paragraph "51" of Complaint, Defendant repeats and realleges its responses to paragraphs "1" through "50" of the Complaint, as if fully set forth here.

55. Denies the allegations set forth in paragraph "52" of the Complaint, except to the extent the allegations call for a legal conclusion to which no response is required.

AS AND FOR A FIRST DEFENSE

56. The Complaint fails to state any claim upon which relief may be granted.

AS AND FOR A SECOND DEFENSE

57. The Complaint is barred, in whole or in part, by the applicable statute of limitations.

AS AND FOR A THIRD DEFENSE

58. Defendant has not adopted any policy, practice or custom that violates Plaintiff's rights under Title VII, the New York State Human Rights Law, or the New York City Human Rights Law.

AS AND FOR A FOURTH DEFENSE

59. Defendant has not willfully violated any of the Plaintiff's rights under Title VII, the New York State Human Rights Law, or the New York City Human Rights Law.

AS AND FOR A FIFTH DEFENSE

60. At all times relevant to the acts alleged in the Complaint, Defendant's actions were reasonable, proper, lawful, constitutional, made in good faith for non-discriminatory, non-retaliatory, legitimate, business reasons, and without malice and/or without willful intent to violate any applicable law, rule, or regulation.

AS AND FOR A SIXTH DEFENSE

61. Plaintiff unreasonably failed to take advantage of preventative or corrective opportunities provided by the City to its employees or to otherwise avoid harm.

AS AND FOR A SEVENTH DEFENSE

62. The conduct complained of by Plaintiff may consist of nothing more than what a reasonable victim of discrimination would consider petty slights and trivial inconveniences, and thus Plaintiff's claims under the New York City and New York State Human Rights Laws must be dismissed.

CONCLUSION

WHEREFORE, Defendant respectfully requests that the Complaint be dismissed in its entirety, that the Court enter judgment for Defendant, and that Defendant be granted costs, fees, and disbursements together with such other and further relief as the Court deems just and proper.

Dated: New York, New York
 August 25, 2025

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ANSWER

MURIEL GOODE-TRUFANT

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*Of Counsel: Shemori S. Corinthian
Tel: (212) 356-4076
Matter No.: 2025-027160*

Due and timely service is hereby admitted.

New York, N.Y., 2025

....., Esq.

Attorney for.....